

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

IKEA SUPPLY AG,

Plaintiff,

v.

No.

CONVOY, INC.; HERCULES CAPITAL, INC.; AMERICAN TRANSPORTERS INC.; ARAM TRUCKING INC.; ASSURANCE TRUCKING LLC; BATTHS TRANSPORTATION COMPANY; BOREN TRUCKING LLC; CEHIC XPRESS INC.; CONNOLLY TRUCKING LLC; DELMORE TRANSPORT LLC, DLB MANAGEMENT LLC; DOMINICAN TRUCKING LLC; EAGLE RADOVISH LLC; EAGLE SPEED LINE INC.; ENOMID TRUCKING LLC; EVERETT TRANSPORTATION CO.; FAMILY FIRST ENTERPRISES, LLC; FIVEJIANS LLC; FJ TRUCKING SERVICES; GILROY WILLIAMS VASQUEZ d/b/a JMB; GODETTE GLOBAL LLC; HEIGHTENED SENSE TRANSPORT LLC; J ZUNIGA TRUCKING LLC; JOSH & SONS EXPRESS LLC; M. A. DRUMMER LLC; MAINTAIN LOGISTICS GROUP LLC; MCBARNS AMERICAN LOGISTICS LLC; OHIO GLOBAL TRANSPORTATION LLC; PARVINDER SINGH; PETER TRANSPORT CARGO LLC d/b/a PETER TRANSPORT CARGO; RAMIN NOORI d/b/a NOORI TRUCKING; RAMOS BROTHERS TRANSPORT LLC; RECIO TRANSPORT INC.; RMM TRUCKING, INC.; SHAFER LOGISTICS LLC; SIKANDER S. GILL CORP.; SOMKEN TRANSPORT LLC; SUIT & TIE INC.; SUKHRAJ SINGH GREWAL d/b/a KJR TRANSIT; T & D TRANSPORTATION 6 LLC; TG LOGISTICS LLC; TOP GEAR TRANSPORT LLC; TURBO FREIGHT LLC; ZBT LOGISTICS LLC; ALEXANDER, WINTON & ASSOCIATES INC.; APEX CAPITAL CORP.; BASIC BLOCK INC.; CARRIERNET GROUP

FINANCIAL, INC.; CD CONSORTIUM CORPORATION; COMPASS FUNDING SOLUTIONS, LLC; EAGLE BUSINESS CREDIT, LLC d/b/a CASHWAY FUNDING; FINGER LAKES LOGISTICS, INC. d/b/a INTEGRATED LOGISTICS ASSOCIATES; LOVE'S SOLUTIONS, LLC; OPERATION FINANCE, INC.; QP CAPITAL LLC; RTS FINANCIAL SERVICES, LLC; SMARTTRUCKER, LLC; TRANSAM FINANCIAL SERVICES, INC.; and TRANSPORTATION FINANCE CORPORATION,

Defendants.

COMPLAINT IN INTERPLEADER

Plaintiff IKEA Supply AG (“IKEA” or “Plaintiff”) by and through its undersigned attorneys hereby files this Complaint in Interpleader against the identified Defendants (hereinafter collectively “Claimants”) and states as follows:

PARTIES

1. Plaintiff IKEA is a company organized and existing under the laws of Switzerland with a registered address of Grüssenweg 15, CH 4133 Pratteln, Switzerland.

2. Defendant Convoy, Inc. (“Convoy”) is a corporation organized and existing under the laws of the State of Delaware with a principal place of business located at 1301 2nd Avenue, Suite 1300, Seattle, Washington 98101. Convoy can be served via its registered agent Corporate Service Company located at 251 Little Falls Drive, Wilmington, Delaware 19808 and/or National Registered Agents, Inc. located at 1209 Orange Street, Wilmington, Delaware 19801.

3. Defendant Hercules Capital, Inc. (“Hercules”) is a corporation organized and existing under the laws of the State of Maryland with a principal place of business located at 400 Hamilton Avenue, Suite 310, Palo Alto, California 94301. Hercules can be served via its registered agent Registered Agents Inc. located at 5000 Thayer Center, Suite C, Oakland, Maryland 21550.

4. Defendant American Transporters Inc. (“American Transporters”) is a corporation organized and existing under the laws of the State of Illinois with a principal place of business located at 7825 Banks Street, Justice, Illinois 60453. American Transporters can be served via its registered agent Plates & Permits Trucking Services located at 4711 Midlothian Turnpike, Suite 11, Crestwood, Illinois 60418.

5. Defendant Aram Trucking Inc. (“Aram Trucking”) is a corporation organized and existing under the laws of the State of Illinois with a principal place of business located at 9630 Kris Trail, Orland Park, Illinois 60462.

6. Defendant Assurance Trucking LLC (“Assurance”) is a limited liability company organized and existing under the laws of the State of Illinois that operates its business at 123 Hay Street, Park Forest, Illinois 60466. Upon information and belief, each of Assurance’s members are citizens of the State of Illinois.

7. Defendant Batths Transportation Company (“Batths”) is a corporation organized and existing under the laws of the State of Indiana with a principal place of business located at 4407 Maldenhair Drive, Indianapolis, Indiana 46239.

8. Defendant Boren Trucking LLC (“Boren”) is a limited liability company organized and existing under the laws of the State of California that operates its business at 1214 Rounds Street, Delano, California 93215. Upon information and belief, each of Boren’s members are citizens of the State of California.

9. Defendant Cehic Xpress Inc. (“Cehic”) is a corporation organized and existing under the laws of the State of Illinois with a principal place of business located at 5701 N. Sheridan Road, Suite 4, Chicago, Illinois 60660.

10. Defendant Connolly Trucking LLC (“Connolly”) is a limited liability company organized and existing under the laws of the State of Illinois that operates its business at 1324 Lincoln Avenue, Chicago Heights, Illinois 60411 and/or 930 Louise Lane, Peotone, Illinois 60468. Upon information and belief, each of Connolly’s members are citizens of the State of Illinois.

11. Defendant Delmore Transport LLC (“Delmore”) is a limited liability company organized and existing under the laws of the State of Wisconsin that operates its business at 7320 W. Florist Avenue, Milwaukee, Wisconsin 53218. Upon information and belief, each of Delmore’s members are citizens of the State of Wisconsin.

12. Defendant DLB Management LLC (“DLB”) is a limited liability company organized and existing under the laws of the State of Illinois that operates its business at 5201 Deana Lane, Richton Park, Illinois 60471. Upon information and belief, each of DLB’s members are citizens of the State of Illinois. DLB can be served via its registered agent U.S. Corporation Agents located at 500 N. Michigan Avenue, Suite 600, Chicago, Illinois 60611.

13. Defendant Dominican Trucking LLC (“Dominican Trucking”) is a limited liability company organized and existing under the laws of the State of California that operates its business at 263 Oriole Lane, Lodi, California 95220. Upon information and belief, each of Dominican Trucking’s members are citizens of the State of California.

14. Defendant Eagle Radovish LLC (“Eagle Radovish”) is a limited liability company organized and existing under the laws of the State of Illinois that operates its business at 341 Kensington Drive, Oswego, Illinois 60543. Upon information and belief, each of Eagle Radovish’s members are citizens of the State of Illinois. Eagle Radovish can be served via its registered agent Alpha Registered Agent LLC located at 4123 Joliet Avenue, Lyons, Illinois 60534.

15. Defendant Eagle Speed Line Inc. (“Eagle Speed Line”) is a corporation organized and existing under the laws of the State of Illinois with a principal place of business located at 1003 Whitehall Way, Crystal Lake, Illinois 60014.

16. Defendant Enomid Trucking LLC (“Enomid”) is a limited liability company organized and existing under the laws of the State of California that operates its business at 2805 Wall Avenue, San Bernardino, California 92404 and/or 200 E. 30th Street Apt. 134, San Bernardino, California 92404. Upon information and belief, each of Enomid’s members are citizens of the State of California.

17. Defendant Everett Transportation Co. (“Everett”) is a corporation organized and existing under the laws of the State of Illinois with a principal place of business located at 16735 Cottage Grove Avenue, South Holland, Illinois 60473. Everett can be served via its registered agent Janet Davis located at 3836 147th Street, Midlothian, Illinois 60445.

18. Defendant Family First Enterprises, LLC (“Family First”) is a limited liability company organized and existing under the laws of the State of California that operates its business at 411 E. Dixon Street, Compton, California 90222 and/or 5200 Clark Avenue, Suite 298, Lakewood California 90714. Upon information and belief, each of Family First’s members are citizens of the State of California. Family First can be served via its registered agent located at 101 N. Brand Boulevard, 11th Floor, Glendale, California 91203.

19. Defendant Fivejians LLC (“Fivejians”) is a limited liability company organized and existing under the laws of the State of Illinois that operates its business at 3810 Indian Head Lane, Joliet, Illinois 60435. Upon information and belief, each of Fivejians’ members are citizens of the State of Illinois.

20. Defendant FJ Trucking Services (“FJ Trucking”) is a corporation organized and existing under the laws of the State of California with a principal place of business located at 36505 Mustang Lane, Palmdale, California 93550 and/or 36813 Regency Place, Palmdale, California 93552.

21. Defendant Gilroy Williams Vasquez d/b/a JMB (“Vasquez”) is an adult individual who resides at 7409 Cupio Street, Bakersfield, California 93313.

22. Defendant Godette Global LLC (“Godette”) is a limited liability company organized and existing under the laws of the State of Indiana that operates its business at 6148 Roselawn Drive, Indianapolis, Indiana 46226. Upon information and belief, each of Godette’s members are citizens of the State of Indiana.

23. Defendant Heightened Sense Transport LLC (“Heightened Sense”) is a limited liability company organized and existing under the laws of the State of Illinois that operates its business at 733 Community Drive, La Grange Park, Illinois 60526. Upon information and belief, each of Heightened Sense’s members are citizens of the State of Illinois. Heightened Sense can be served via its registered agent Republic Registered Agent LLC located at 137 N. Oak Park Avenue, Suite 215, Oak Park, Illinois 60301.

24. Defendant J Zuniga Trucking LLC (“J Zuniga”) is a limited liability company organized and existing under the laws of the State of California that operates its business at 5603 Plute Pass Street, Bakersfield, California 93307. Upon information and belief, each of J Zuniga’s members are citizens of the State of California.

25. Defendant Josh & Sons Express LLC (“Josh & Sons”) is a limited liability company organized and existing under the laws of the State of Indiana that operates its business at 1407 S. 17th Ave., Maywood, Illinois 60153 and/or 14605 Avalon Ave., Dolton, Illinois 60419. Upon

information and belief, each of Josh & Sons' members are citizens of the State of Indiana and/or State of Illinois. Josh & Sons can be served via its registered agent Joshua Renix located at 2908 Central Drive, Gary, Indiana 46407.

26. Defendant M. A. Drummer LLC ("M. A. Drummer") is a limited liability company organized and existing under the laws of the State of Indiana that operates its business at 4656 Maryland Street, Gary, Indiana 46409. Upon information and belief, each of M.A. Drummer's members are citizens of the State of Indiana.

27. Defendant Maintain Logistics Group LLC ("Maintain Logistics") is a limited liability company organized and existing under the laws of the State of Georgia that operates its business at 2241 Shady Lane, Covington, Georgia 30016. Upon information and belief, each of Maintain Logistics' members are citizens of the State of Georgia.

28. Defendant McBarns American Logistics LLC ("McBarns") is a limited liability company organized and existing under the laws of the State of Tennessee that operates its business at 3306 S. Mendenhall Road, Memphis, Tennessee 38115. Upon information and belief, each of McBarns' members are citizens of the State of Tennessee.

29. Defendant Ohio Global Transportation LLC ("Ohio Global") is a limited liability company organized and existing under the laws of the State of Ohio that operates its business at 2185 Morse Rd., Columbus, Ohio 43229 and/or 4330 Malin Street, Apt. A, Columbus, Ohio 43224. Upon information and belief, each of Ohio Global's members are citizens of the State of Ohio. Ohio Global may be served via its registered agent Ismail Salad located at 4319 Chesford Road, Apt. 1C, Columbus, Ohio 43224.

30. Defendant Parvinder Singh ("Singh") is an adult individual who resides at 600 Hosking Avenue, Apt. 56A, Bakersfield, California 93307.

31. Defendant Peter Transport Cargo LLC d/b/a Peter Transport Cargo (“Peter Transport”) is a limited liability company organized and existing under the laws of the State of California that operates its business at 17349 Eucalyptus Street, Fontana, California 92337 and/or 20234 Cantara Street, Apt. 204, Winnetka, California 91306. Upon information and belief, each of Peter Transport’s members are citizens of the State of California.

32. Defendant Ramin Noori is an adult individual who does business as Noori Trucking (“Noori”) and resides at 69 E. Ferdinand Street, Tracy, California 95376.

33. Defendant Ramos Brothers Transport LLC (“Ramos Brothers”) is a limited liability company organized and existing under the laws of the State of California that operates its business at 3401 Brent Avenue, Bakersfield, California 93307. Upon information and belief, each of Ramos Brothers’ members are citizens of the State of California. Ramos Brothers can be served via its registered agent located at 101 N. Brand Boulevard, 11th Floor, Glendale, California 91203.

34. Defendant Recio Transport Inc. (“Recio”) is a corporation organized and existing under the laws of the State of California with a principal place of business located at 16073 Lindero Street, Victorville, California 92395.

35. Defendant RMM Trucking, Inc. (“RMM Trucking”) is a corporation organized and existing under the laws of the State of Illinois with a principal place of business located at 4921 W. 109th Street, Unit 103, Oak Lawn, Illinois 60453. RMM Trucking can be served via its registered agent Mahde Al Omari located at 800 Ravinia Place, Suite 1, Orland Park, Illinois 60462.

36. Defendant Shafer Logistics LLC (“Shafer”) is a limited liability company organized and existing under the laws of the State of Kentucky that operates its business at 291

Old Gradyville Road, Gradyville, Kentucky 42742. Upon information and belief, each of Shafer's members are citizens of the State of Kentucky.

37. Defendant Sikander S. Gil Corp. ("Sikander") is a corporation organized and existing under the laws of the State of Illinois with a principal place of business located at 3S618 Everton Drive, Warrenville, Illinois 60555.

38. Defendant Somken Transport LLC ("Somken Transport") is a limited liability company organized and existing under the laws of the State of Ohio that operates its business at 3388 Thornapple Circle N., Columbus, Ohio 43231. Upon information and belief, each of Somken Transport's members are citizens of the State of Ohio. Somken Transport can be served via its registered agent Said Adan located at 2655 West Case Street, Columbus Ohio 43235.

39. Defendant Suit & Tie Inc. ("Suit & Tie") is a corporation organized and existing under the laws of the State of Illinois with a principal place of business located at 410 E. Jefferson Street, Bensenville, Illinois 60106. Suit & Tie can be served via its registered agent Orkun Ozkaymak located at 2800 S. River Road, Suite 500, Des Plaines, Illinois 60018.

40. Defendant Sukhraj Singh Grewal is an adult individual who does business as KJR Transit ("KJR Transit") and resides at 3811 Crosswind Way, Bakersfield, California 93313.

41. Defendant T & D Transportation 6 LLC ("T & D") is a limited liability company organized and existing under the laws of the State of Illinois that operates its business at 8922 S. Blackstone Avenue, Chicago, Illinois 60619. Upon information and belief, each of T & D's members are citizens of the State of Illinois.

42. Defendant TG Logistics LLC ("TG Logistics") is a limited liability company organized and existing under the laws of the State of Illinois that operates its business at 3916

Brandonsire Drive, Springfield, Illinois 62704. Upon information and belief, each of TG Logistics' members are citizens of the State of Illinois.

43. Defendant Top Gear Transport LLC ("Top Gear") is a limited liability company organized and existing under the laws of the State of California that operates its business at 9510 Pony Mountain Road, Bakersfield, California 93313. Upon information and belief, each of Top Gear's members are citizens of the State of California.

44. Defendant Turbo Freight LLC ("Turbo Freight") is a limited liability company organized and existing under the laws of the State of California that operates its business at 333 University Avenue, Suite 200, Sacramento, California 95825. Upon information and belief, each of Turbo Freight's members are citizens of the State of California. Turbo Freight can be served via its registered agent California Registered Agent Inc. located at 1401 21st Street, Suite R, Sacramento, California 95811.

45. Defendant ZBT Logistics LLC ("ZBT") is a limited liability company organized and existing under the laws of the State of Illinois that operates its business at 14608 Justine St., Harvey, Illinois 60426 and/or 83 W. Sibley Boulevard, Suite 214, South Holland, Illinois 60473. Upon information and belief, each of ZBT's members are citizens of the State of Illinois. ZBT can be served via its registered agent Bror Stewart located at 15737 Ellis Avenue, Dolton, Illinois 60419.

46. Defendant Alexander, Winton & Associates Inc. ("Alexander Winton") is a corporation organized and existing under the laws of the State of Mississippi with a principal place of business located at 8804 Caroma Street, Suite 160, Olive Branch, Mississippi 38654.

47. Defendant Apex Capital Corp. ("Apex Capital") is a limited liability company organized and existing under the laws of the State of Texas that operates its business at 301

Commerce Street, Suite. 1000, Fort Worth, Texas 76102. Upon information and belief, each of Apex Capital's members are citizens of the State of Texas.

48. Defendant Basic Block Inc. ("Basic Block") is a corporation organized and existing under the laws of the State of Delaware with a principal place of business located at 720 O Street, Lincoln, Nebraska 68508. Basic Block may be served via its registered agent Capitol Services Inc. located at 108 Lakeland Avenue, Dover, Delaware 19901.

49. Defendant CarrierNet Group Financial, Inc. ("CarrierNet") is a corporation organized and existing under the laws of the State of South Dakota with a principal place of business located at 520 W. 10th Street, Sioux Falls, South Dakota 57104.

50. Defendant CD Consortium Corporation ("CD Consortium") is a corporation organized and existing under the laws of the State of Illinois with a principal place of business located at 8930 N. Waukegan Road, Unit 230, Morton Grove, Illinois 60053.

51. Defendant Compass Funding Solutions, LLC ("Compass Funding") is a limited liability company organized and existing under the laws of the State of Illinois that operates its business at 115 W. 55th Street, Suite 301, Clarendon Hills, Illinois 60514. Upon information and belief, each of Compass Funding's members are citizens of the State of Illinois.

52. Defendant Eagle Business Credit, LLC d/b/a Cashway Funding ("Cashway") is a limited liability company organized and existing under the laws of the State of Delaware that operates its business at 615 Molly Lane, Suite 130, Woodstock, Georgia 30189 and/or 425 Huehl Road, Building 3, Northbrook, Illinois 60062. Upon information and belief, each of Cashway's members are citizens of the State of Delaware, State of Georgia and/or the State of Illinois. Cashway can be served via its registered agent National Registered Agents, Inc. located at 1209

Orange Street, Wilmington, Delaware 19801 and/or 289 S. Culver Street, Lawrenceville, Georgia 30046.

53. Defendant Finger Lakes Logistics, Inc. d/b/a Integrated Logistics Associates (“Integrated Logistics Associates”) is a corporation organized and existing under the laws of the State of New York with a principal place of business located at 6070 Collett Road, Farmington, New York 14425.

54. Defendant Love’s Solutions, LLC (“Love’s Solutions”) is a limited liability company organized and existing under the laws of the State of Oklahoma that operates its business at 3601 NW 63rd Street, Oklahoma City, Oklahoma 73116. Upon information and belief, each of Love’s Solutions’ members are citizens of the State of Oklahoma. Love’s Solutions can be served via its registered agent located at 1833 South Morgan Road, Oklahoma City, Oklahoma 73128.

55. Defendant Operation Finance, Inc. (“Operation Finance”) is a corporation organized and existing under the laws of the State of Texas with a principal place of business located at 610 Uptown Boulevard, Suite 2000, Cedar Hill, Texas 75104. Operation Finance can be served via its registered agent Registered Agents Inc. located at 5900 Balcones Drive, Suite 100, Austin, Texas 78731.

56. Defendant QP Capital LLC (“QP Capital”) is a limited liability company organized and existing under the laws of the State of Indiana that operates its business at 4612 Outer Loop, Louisville, Kentucky 40219. Upon information and belief, each of QP Capital’s members are citizens of the State of Indiana and/or the State of Kentucky. QP Capital can be served via its registered agent located at 119 Evergreen Road, No. 436847, Louisville, Kentucky 40253.

57. Defendant RTS Financial Services, LLC (“RTS Financial”) is a limited liability company organized and existing under the laws of the State of Georgia that operates its business

at 1205 Grand View Drive SE, Mableton, Georgia 30126. Upon information and belief, each of RTS Financial's members are citizens of the State of Georgia.

58. Defendant SmartTrucker, LLC ("SmartTrucker") is a limited liability company organized and existing under the laws of the State of Delaware that operates its business at 33 New Montgomery Street, Suite 1000, San Francisco, California 94105. Upon information and belief, each of SmartTrucker's members are citizens of the State of Delaware and/or the State of California. SmartTrucker can be served via its registered agent located at 330 N. Brand Boulevard, Glendale, California 91203.

59. Defendant TransAm Financial Services, Inc. ("TransAm Financial") is a corporation company organized and existing under the laws of the State of Kansas with a principal place of business located at 15910 S. Highway 169, Olathe, Kansas 66062. TransAm Financial can be served via its registered agent located at 9001 West 110th Street, Suite 230, Overland Park, Kansas 66210.

60. Defendant Transportation Finance Corporation ("Transportation Finance") is a corporation organized and existing under the laws of the State of Illinois with a principal place of business located at 14007 S. Bell Road, Suite 169, Homer Glen, Illinois 60491.

JURISDICTION

61. This Court has original jurisdiction over this interpleader matter pursuant to 28 U.S.C. § 1335. As set forth at length herein, pursuant to 28 U.S.C. § 1335(a)(1), two or more of the Claimants to the funds interpleaded herein are adverse to one another and of diverse citizenship. Specifically, by way of example, Convoy, Hercules, American Transporters, Batths, Alexander Winton, CarrierNet, Integrated Logistics Associates, Operation Finance, and/or TransAm Financial are all of diverse citizenship. Further, the amount of the interpleaded funds \$519,254.44,

is in excess of the \$500.00 minimum amount in controversy required by the statute. Without waiving its right to recover a portion of the interpled funds, IKEA has tendered for deposit into the registry of the Court the total amount that is the subject matter of this controversy pursuant to 28 U.S.C. § 1335(a)(2).

VENUE

62. Venue is proper in this District pursuant to 28 U.S.C. § 1397 because one or more of the claimants to the funds reside in this District. Under 28 U.S.C. § 1391(c), a corporation is deemed to reside for venue purposes in any judicial district in which it is subject to personal jurisdiction at the time the action is commenced. One or more claimants has maintained sufficient contacts with this District such that the Court's exercise of specific and/or general personal jurisdiction over such defendant(s) is proper.

63. Specifically, American Transporters, Aram Trucking, Assurance, Cehic, Connolly, DLB, Eagle Radovish, Eagle Speed Line, Everett, Fivejians, Heightened Sense, Josh & Sons, RMM Trucking, Sikander, Suit & Tie, T & D, ZBT, CD Consortium, Compass Funding, Cashway and/or Transportation Finance are subject to personal jurisdiction in this District because each defendant is a business entity formed and existing under the laws of Illinois, its members reside in Illinois, and/or maintains its principal place of business in this District.

THE PROPERTY

64. The property that is subject to this interpleader is money claimed by Defendants to be all or partially due and owing to the Defendants in connection with the transportation of products and goods of IKEA.

65. The value of the property subject to this interpleader is money in the amount of \$519,254.44 (“Property”).

FACTS

66. IKEA and Convoy entered into a master services contract whereby Convoy agreed to provide IKEA and its related entities with services for the transportation and distribution of IKEA products and goods throughout the United States from July 1, 2021 to June 30, 2024 (the “Frame Agreement”). *See* pertinent portions of the Frame Agreement attached hereto as Exhibit “A.”

67. With respect to the obligation of IKEA to remit payment to Convoy for services rendered, the Frame Agreement states “the renumeration for the Services rendered under [the Frame] Agreement shall only be payable by [IKEA] to [Convoy] if [Convoy] has fulfilled all of its obligations set forth in the Agreement and any obligation in relation to the Services, including but not limited to the full payment to subcontractors, if applicable.” *See* Exhibit “A” at § 4.2.

68. Under the Frame Agreement, IKEA had the express right to withhold payment to Convoy until Convoy provided proof of the fulfillment of its obligations, which included the full payment of any subcontractors. *Ibid.*

69. While the Frame Agreement provides the general terms and conditions between IKEA and Convoy, additional terms and the details for the transportation services Convoy agreed to provide to IKEA, and the agreed upon rates IKEA was to pay to Convoy, were set forth in a “Transport Agreement,” which is a sub-agreement underneath and pursuant to the Frame Agreement.

70. Pursuant to the Frame Agreement, IKEA and Convoy entered into a Transport Agreement on or about February 7, 2021, which was amended and updated throughout the term of the Frame Agreement, and which sets forth the agreed upon rates for Convoy’s transportation

services rendered to IKEA (“Transport Agreement”). *See* pertinent portions of the Transport Agreement attached hereto as Exhibit “B.”

71. The most recent Transport Agreement was amended on October 6, 2023 and was effective through October 31, 2023. *See* Exhibit “B.”

72. In order to perform the transportation services pursuant to the Frame Agreement and the Transport Agreement, Convoy entered into contracts with numerous subcontractors who agreed to provide transportation services to Convoy in relation to the transportation services Convoy agreed to provide to IKEA that were governed by Convoy’s Carrier Terms of Service Agreement (“Convoy Carrier Service Agreement”). *See* a copy of the Convoy Carrier Service Agreement attached hereto as Exhibit “C.”

73. The Convoy Carrier Service Agreement states: “Convoy shall pay freight charges quoted to you on the Service regardless of whether Shippers pay Convoy. In exchange for this guarantee of payment, you shall not invoice or otherwise attempt to collect any amounts related to services provided with respect to any Shipment from any Shipper or any other third party; Carrier shall look solely to Convoy for payment of freight charges hereunder. You hereby waive any right you may otherwise have to proceed or commence any action against any Shipper for the collection of any freight bills arising out of transportation services hereunder.” *See* Exhibit “C” at § 5.2.

74. “Shipper” is defined as Convoy’s customers, which includes IKEA, and are identified as intended third-party beneficiaries of the Convoy Carrier Service Agreement. *See* Exhibit “C” at § 1.3.

75. Upon information and belief, American Transporters, Aram Trucking, Assurance, Baths, Boren, Cehic, Connolly, Delmore, DLB, Dominican Trucking, Eagle Radovish, Eagle Speed Line, Enomid, Everett, Family First, Fivejians, FJ Trucking, Vasquez, Godette, Heightened

Sense, J Zuniga, Josh & Sons, M. A. Drummer, Maintain Logistics, McBarns, Ohio Global, Singh, Peter Transport, Noori, Ramos Brothers, Recio, RMM Trucking, Shafer, Sikander, Somken Transport, Suit & Tie, KJR Transit, T & D, TG Logistics, Top Gear, Turbo Freight, and ZBT (collectively referred to as the “Carrier Defendants”) each entered into the Convoy Carrier Service Agreement in connection with providing transportation services to Convoy’s customers, including IKEA.

76. Pursuant to the Convoy Carrier Service Agreement, Convoy was solely responsible for remitting payment to the Carrier Defendants.

77. Despite the Carrier Defendants providing transportation services to Convoy pursuant to the Convoy Carrier Service Agreement for the transportation of IKEA products and goods, Convoy has failed and/or refused to remit full payment to the Carrier Defendants.

78. Although the Carrier Defendants expressly agreed in writing not to invoice or otherwise attempt to collect any amounts related to services provided with respect to any Shipment from any Shipper [IKEA] or any third party, and to look solely to Convoy for payment of freight charges under the Convoy Carrier Service Agreement and therefore waived their right to seek payment for their services directly from IKEA, the Carrier Defendants have sought, intend to seek or may seek payment from IKEA, and many of the Carrier Defendants have notified IKEA of these intentions.

79. Alexander Winton is an assignee of any claims Everett, Recio and/or Vasquez have or may have regarding the transportation of IKEA products and goods and, therefore, have sought and/or intends to seek payment from IKEA.

80. Apex Capital is an assignee of any claims McBarns and/or Somken Transport has or may have regarding the transportation of IKEA products and goods, and, therefore, has sought and/or intends to seek payment from IKEA.

81. Basic Block is an assignee of any claims Dominican Trucking has or may have regarding the transportation of IKEA products and goods, and, therefore, has sought and/or intends to seek payment from IKEA.

82. CarrierNet is an assignee of any claims Shafer has or may have regarding the transportation of IKEA products and goods, and, therefore, has sought and/or intends to seek payment from IKEA.

83. Cashway is an assignee of any claims Everett has or may have regarding the transportation of IKEA products and goods, and, therefore, has sought and/or intends to seek payment from IKEA.

84. CD Consortium is an assignee of any claims Aram Trucking and Cehic has or may have regarding the transportation of IKEA products and goods, and, therefore, has sought and/or intends to seek payment from IKEA.

85. Compass Funding is an assignee of any claims Fivejians has or may have regarding the transportation of IKEA products and goods, and, therefore, has sought and/or intends to seek payment from IKEA.

86. Integrated Logistics Associates is an assignee of any claims Recio has or may have regarding the transportation of IKEA products and goods, and, therefore, has sought and/or intends to seek payment from IKEA.

87. Love's Solutions is an assignee of any claims Enomid has or may have regarding the transportation of IKEA products and goods, and, therefore, has sought and/or intends to seek payment from IKEA.

88. Operation Finance is an assignee of any claims Maintain Logistics has or may have regarding the transportation of IKEA products and goods, and, therefore, has sought and/or intends to seek payment from IKEA.

89. QP Capital is an assignee of any claims Vasquez has or may have regarding the transportation of IKEA products and goods, and, therefore, has sought and/or intends to seek payment from IKEA.

90. RTS Financial is an assignee of any claims Batths, Connolly, Eagle Radovish, Family First, KJR Transit, T & D, and/or TG Logistics have or may have regarding the transportation of IKEA products and goods, and, therefore, has sought and/or intends to seek payment from IKEA.

91. SmartTrucker is an assignee of any claims FJ Trucking has or may have regarding the transportation of IKEA products and goods, and, therefore, has sought and/or intends to seek payment from IKEA.

92. TransAm Financial is an assignee of any claims Delmore and/or Godette have or may have regarding the transportation of IKEA products and goods and, therefore, has sought and/or intends to seek payment from IKEA.

93. Transportation Finance is an assignee of any claims M. A. Drummer has or may have regarding the transportation of IKEA products and goods, and, therefore, has sought and/or intends to seek payment from IKEA.

94. Upon information and belief, Hercules and Convoy entered into an agreement whereby Hercules provided financing to Convoy and, in return, Convoy was obligated to repay a loan pursuant to the financing terms.

95. Upon information and belief, as part of the financing agreement, Hercules filed a financing statement whereby it secured an interest in Convoy's assets, including its accounts receivable.

96. Upon information and belief, subsequent to the financing agreement, Convoy defaulted on the terms of the financing agreement with Hercules and, as a result, Hercules foreclosed on Convoy's assets pursuant to UCC Article 9, including Convoy's accounts receivable.

97. Since Convoy and Hercules have failed and/or refused to remit payment to the Carrier Defendants, IKEA has no obligation to remit payment to Convoy or Hercules and, therefore, neither Convoy nor Hercules presently possess any accounts receivable with respect to IKEA.

98. Despite this, Hercules has notified IKEA of its intent to attempt to collect not less than \$519,254.44 from IKEA for accounts receivable which Hercules claims IKEA owes to Convoy or to Hercules for services rendered by Convoy and the Carrier Defendants.

99. As a result, a conflict exists as to whether and to whom payment may be owed by IKEA for the services rendered by Convoy and the Carrier Defendants in relation to the transportation of IKEA products and goods.

100. IKEA has no other choice but to interplead these funds into the registry of the Court for determination as to the rightful owner of said funds.

CLAIMS

101. There are multiple claims asserted or that may be asserted against the Property subject to this interpleader by the following Claimants:

- a. Convoy, Inc.
- b. Hercules Capital, Inc.
- c. American Transporters Inc.
- d. Aram Trucking Inc.
- e. Assurance Trucking LLC
- f. Batths Transportation Company
- g. Boren Trucking LLC
- h. Cehic Xpress Inc.
- i. Connolly Trucking LLC
- j. Delmore Transport LLC
- k. DLB Management LLC
- l. Dominican Trucking LLC
- m. Eagle Radovish LLC
- n. Eagle Speed Line Inc.
- o. Enomid Trucking LLC
- p. Everett Transportation Co.
- q. Family First Enterprises, LLC
- r. Fivejians LLC
- s. FJ Trucking Services
- t. Gilroy Williams Vasquez d/b/a JMB
- u. Godette Global LLC
- v. Heightened Sense Transport LLC
- w. J Zuniga Trucking LLC
- x. Josh & Sons Express LLC
- y. M. A. Drummer LLC
- z. Maintain Logistics Group LLC
- aa. McBarns American Logistics LLC

bb. Ohio Global Transportation LLC
cc. Parvinder Singh
dd. Peter Transport Cargo LLC d/b/a Peter Transport Cargo
ee. Ramin Noori d/b/a Noori Trucking
ff. Ramos Brothers Transport LLC
gg. Reico Transport Inc.
hh. RMM Trucking, Inc.
ii. Shafer Logistics LLC
jj. Sikander S. Gill Corp.
kk. Somken Transport LLC
ll. Suit & Tie Inc.
mm. Sukhraj Singh Grewal d/b/a KJR Transit
nn. T & D Transportation 6 LLC
oo. TG Logistics LLC
pp. Top Gear Transport LLC
qq. Turbo Freight LLC
rr. ZBT Logistics LLC
ss. Alexander, Winton & Associates Inc.
tt. Apex Capital Corp.
uu. Basic Block Inc.
vv. CarrierNet Group Financial, Inc.
ww. CD Consortium Corporation
xx. Compass Funding Solutions, LLC
yy. Eagles Business Credit, LLC d/b/a Cashway Funding
zz. Finger Lakes Logistics, Inc. d/b/a Integrated Logistics Associates
aaa. Love's Solutions, LLC
bbb. Operation Finance, Inc.
ccc. QP Capital LLC
ddd. RTS Financial Services, LLC
eee. SmartTrucker, LLC
fff. TransAm Financial Services, Inc.

ggg. Transportation Finance Corporation

102. The Claimants' interests in the Property subject to this interpleader are adverse to IKEA, and they are also adverse between Convoy and Hercules on one hand and the Carrier Defendants on the other hand.

**COUNT I
(Interpleader)**

103. IKEA incorporates by reference the foregoing paragraphs as though they were set forth at length herein.

104. IKEA has a reasonable fear of multiple liability because of these adverse claims.

105. IKEA is unsure which Claimant is entitled to the Property or to portions of the Property.

106. IKEA has tendered for deposit with the Court the sum of \$519,254.44, which represents the maximum amount for which IKEA could be liable under the Frame Agreement, the Transport Agreement, and/or the Convoy Carrier Service Agreement for the services rendered by Convoy and/or the transportation of IKEA products and goods by the Carrier Defendants.

107. By interpleading such funds, IKEA does not waive its own right to recover all or a portion of the funds interpleaded.

108. The claims asserted by the Claimants herein arise from a single obligation, the Frame Agreement between IKEA and Convoy and the related Transport Agreement between IKEA and Convoy.

PRAYER

109. For these reasons, IKEA requests that the Court do the following:

- a. Claimants be cited to appear and answer herein;

- b. Discharge IKEA from the lawsuit and relieve it from all claims to the Property;
- c. Restrain each Claimant from instituting an action in any other form against IKEA relating to claims for the money;
- d. Award IKEA its reasonable costs and attorneys' fees; and
- e. Award such other and further relief to which IKEA may show itself justly entitled.

Respectfully Submitted:

IKEA SUPPLY AG, Plaintiff

By: /s/ Timothy R. Herman
One of its Attorneys

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